

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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:
PETER MALIARAKIS, : 14-CV-6088 (RA)
:
Plaintiff, :
v. :
NEW YORK CITY DEPARTMENT OF EDUCATION, : 500 Pearl Street
et al., : New York, New York
:
Defendants. : November 17, 2015
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TRANSCRIPT OF CIVIL CAUSE FOR SETTLEMENT CONFERENCE
BEFORE THE HONORABLE JAMES C. FRANCIS
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff: BRYAN GLASS, ESQ.
Glass Krakower LLP
20 Broadway
New York, New York 10595

For the Defendants: SEAN RENAGHAN, ESQ.
New York City Law Department
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New York, New York 10007

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1 THE CLERK: Maliarakis v. New York City Department of
2 Education, Docket No. 14-CV-6088.

3 For plaintiff.

4 MR. GLASS: Bryan Glass, B-R-Y-A-N, G-L-A-S-S with
5 the firm called Glass Krakower LLP, K-R-A-K-O-W-E-R for
6 plaintiff Peter Maliarakis.

7 MR. VASQUEZ: George Vasquez, Law Offices of
8 [inaudible] & Vasquez, trial counsel for Peter Maliarakis.

9 MR. RENAGHAN: Sean Renaghan of the New York City
10 Law Department. The name is spelled S-E-A-N, last name R-E-N-
11 A-G-H-A-N for defendants New York City Department of Education
12 and Namita Dwarka.

13 MR. MENDEZ: [Inaudible] Mendez, senior counsel, New
14 York City Department of Education.

15 THE COURT: Thank you and please be seated. I'm
16 pleased to report that we have a settlement and I want it
17 placed on the record. Perhaps the most efficient way to do
18 that, Mr. Mendez, if you would recite the terms and then we'll
19 make sure that everybody is in accord.

20 MR. MENDEZ: Your Honor, the DOE is prepared to pay
21 plaintiff \$65,000 in attorney's fees, \$40,000 in loss
22 processioned and coaching work. We will settle the 3028
23 disciplinary charges that are currently pending by withdrawing
24 those in exchange for accepting a letter of reprimand to
25 plaintiff's file.

1 We will remove all disciplinary letters to file and
2 observation reports as well as any and all adverse ratings
3 from 2012, 2013 to the present. We will place plaintiff in an
4 absentee teacher reserve position in the Bronx. We will agree
5 to not take any disciplinary action against plaintiff for his
6 failure to cooperate with SCI concerning an investigation of
7 an appropriate conduct by a teacher with a student that he had
8 initiated.

9 In exchange plaintiff must cooperate with the DOE's
10 Office of the General Counsel or any of its sub-offices
11 concerning its investigation of this inappropriate
12 relationship between a student and a teacher that he had
13 reported. We will not take any further action on a complaint
14 that was made that plaintiff had inappropriately filmed
15 students and in exchange plaintiff will accept some
16 disciplinary language in the same letter that we previously
17 discussed concerning his understanding that he's not supposed
18 to film students without parental consent.

19 In exchange plaintiff will release all of the
20 defendants in this case for any and all claims from the
21 beginning of the world until the present including complaints
22 that he currently has pending before PESH, before PERB.
23 Obviously withdrawal of the federal action. So he will
24 withdraw the federal action and any other complaints that he
25 has including those that I mentioned with prejudice.

1 THE COURT: Mr. Glass, is there anything else that
2 we've missed?

3 MR. GLASS: That he'll be removed from the school I
4 guess as promptly as possible.

5 We just want to mention that -- we understand there
6 will be no red flags on his coaching opportunities or
7 procession opportunities going forward.

8 MR. MENDEZ: No, none.

9 MR. GLASS: I just wanted to make sure that there are
10 no red flags or problem codes when he applies for positions
11 going forward out of the ATR pool as well as for coaching
12 procession opportunities, PD opportunities that he may apply
13 for at any school.

14 MR. MENDEZ: There won't be any.

15 THE COURT: Good.

16 MR. MENDEZ: Per current conduct.

17 THE COURT: Correct. Mr. Glass, is that your
18 understanding of the agreement?

19 MR. GLASS: Yes. Hopefully we'll execute this as
20 soon as possible so that we can -- I assume there's a period
21 to implement the settlement. Usually it took about 90 days I
22 think the City has. Hopefully you can try to expedite that as
23 soon as possible.

24 MR. MENDEZ: We'll provide a draft stipulation by the
25 end of the week.

1 THE COURT: Terrific. Mr. Maliarakis, is this your
2 understanding of the agreement?

3 MR. MALIARAKIS: Yes.

4 THE COURT: I want to congratulate everyone. I think
5 it's an extremely positive step here and far better than
6 continuing with the risks of the litigation. So
7 congratulations to you all. You worked quite hard on this
8 settlement process and I'm very pleased with the outcome and I
9 will let Judge Abrams know. Thank you.

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1 I certify that the foregoing is a court transcript from
2 an electronic sound recording of the proceedings in the above-
3 entitled matter.

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6 Shari Riemer, CET-805

7 Dated: November 23, 2015
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